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September 19, 2025

VIA CERTIFIED MAIL & RETURN RECEIPT REQUESTED

9589 0710 5270 3094 4245 37; 9589 0710 5270 3094 4245 44

Labor Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612
[Notice Filed Online via LWDA/PAGA Filing Portal]

AT&T Mobility Services, LLC
Attn: Legal Department
12911 E.183rd St.
Cerritos, CA 90703

1505 Corp. CT Corporation – Agent for Service of Process
AT&T Mobility Services, LLC
330 N. Brand Blvd., Suite 700
Glendale, CA 91203

Re: *Walter Sample v. AT&T Mobility Services LLC*
Written Notice Under Labor Code § 2699.3

Dear PAGA Administrator:

Please be advised that WALTER SAMPLE (hereafter referred to as “Claimant”) has retained our firm to represent him for claims against his former employer AT&T MOBILITY SERVICES, LLC (hereafter referred to as “Defendant”).¹

This letter shall serve as Claimant’s written notice to the Labor and Workforce Development Agency of the Labor Code violations he claims Defendant committed against him and all other current and former employees of Defendant in California. Claimant provides this written notice in accordance with the Labor Code Private Attorneys General Act of 2004 (“PAGA”), Labor Code 2698, et seq. Claimant desires to file a civil action to enforce his rights under the Labor Code and seek compensation accordingly.

Pursuant to Labor Code section 2699(a)&(f), and by way of this letter, Claimant also intends to represent all other current and former employees of Defendant in California who have

¹ Plaintiff filed his class action complaint on September 12, 2025, in Superior Court of California, County of Los Angeles, Case No. 25STCV26939. The class action matter is currently pending before Judge Cunningham.

suffered at least one of the wage and hour violations described herein during their employment.

A copy of this letter, along with the \$75.00 filing fee, is being submitted to the Labor and Workforce Development Agency via the web-portal the LWDA maintains for those purposes.

FACTUAL BACKGROUND

The Employment Relationship:

Defendant is a telecommunications company that provides wireless services in the United States. They have physical storefronts where customers can sign up for phone and internet plans.

Defendant hired Claimant in March 2024, to work as a Premier Service Consultant in Cerritos, California, at one of Defendant's stores. Throughout the course of Claimant's employment, Defendant employed Claimant in a nonexempt, hourly-paid position. Claimant worked on average, five days a week. Among other duties, Claimant handled customer service calls, corrected mistakes and deliveries, and sold devices and services. Defendant terminated Claimant on or about December 27, 2024, for allegedly "handling a call unprofessionally."

Defendant employs hundreds of similarly situated exempt and nonexempt, salary paid and hourly paid Aggrieved Employees across the State of California in its myriad stores. Central to Claimant's case theory against Defendant is that it illegally charged Claimant and similarly situated Aggrieved Employees illegal tobacco surcharges on their bi-monthly paychecks.

Failure to Pay All Minimum, Regular, and Overtime Wages:

Defendant denied Claimant and other Aggrieved Employees in California specific rights afforded to them under the California Labor Code and the applicable Industrial Welfare Commission Wage Order ("IWC Wage Order"). For example, Defendant failed to timely pay Claimant and other Aggrieved Employees all wages owed, including all minimum, regular, overtime, and double-time wages for all hours worked. By, among other things, illegally deducting pay from Claimant and other Aggrieved Employees, Defendant failed to compensate them for all hours worked, including overtime.

Failure to Timely Pay Final Wages:

Defendant did not pay Claimant all wages due and payable timely upon separation of employment including minimum, regular, overtime wages and meal and rest periods premium wages. On information and belief, Defendant does not pay other California employees, both exempt and non-exempt, by the times set forth by Labor Code section 201 and 202 all wages owed. By, among other things, by illegally deducting pay from Claimant and other Aggrieved Employees, Defendant failed to timely pay all wages to Claimant and other Aggrieved Employees.

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Failure to Provide Complete and Accurate Wage Statements:

Defendant did not provide Claimant or Aggrieved Employees accurate and complete itemized wage statements. The wage statements did not include the correct amount of gross and net wages earned or all accurate deductions from wages as required by California Labor Code section 226(a).

Unlawful Deductions from Wages:

Defendant deducted a tobacco surcharge from Claimant's and Aggrieved Employees' wages in direct violation of California law. The illegal taking of this money from Claimant was unfair, unlawful, and it provided an unjust monetary enrichment toward Defendant as opposed to their business competitors who did not similarly break the law providing Defendant with an unfair business advantage stemming from their illegal conduct. Therefore, the action is in violation of California Business & Professions Code section 17200, *et seq.*

Claimant makes these claims against Defendant for himself and on behalf of all other Aggrieved Employees of Defendant within the statutory period, who suffered one or more of the California Labor Code or Industrial Welfare Commission Wage Order violation discussed below.

FAILURE TO PAY MINIMUM, REGULAR AND OVERTIME WAGES

(Violation of Labor Code §§ 200, 204, 1194, 1194.2, 1197, 1197.1, 1198, 2699 *et seq.*, and the "Minimum Wages" and Hours and Days of Work" Sections-of the Applicable IWC Wage Order)

Labor Code section 1194(a) states "Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees and costs of suit." Liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon are provided for under Labor Code section 1194.2.

Labor Code section 1197 states "The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful."

Labor Code section 1197. 1 (a) states "Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Labor Code §203..." As provided for in Section 1197.1 (a)(1), for any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed.

Labor Code section 1198 states "The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful."

Section (B) of the "Minimum Wages" provision of the applicable IWC Wage Order states "Every employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission or otherwise."

Claimant alleges that he and other current and former Aggrieved Employees were not compensated for all minimum, regular and overtime wages for all hours or fraction of hours worked. Consequently, Claimant will seek to pursue all available remedies, including those provided by PAGA, for these alleged violations on behalf of himself and other current and former Aggrieved Employees of Defendant including, but not limited to, penalties and attorney's fees, and costs afforded under Labor Code sections 1194.2 and 1197.1.

FAILURE TO TIMELY PAY WAGES DUE DURING AND UPON TERMINATION OF EMPLOYMENT

(Violation of Labor Code §§ 201, 202, 203, 204, 1198, 2699 et seq., and the "Minimum Wages" Section of the Applicable Wage Order)

Labor Code section 201 states "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

Labor Code section 202 states "If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting."

Labor Code section 203(a) states, in relevant part; "If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days."

Labor Code section 204(a) states in pertinent part "All wages... earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays."

Labor Code section 210(a) imposes a civil penalty for violation of Labor Code section 204 of one hundred dollars (\$100) for the initial violation for each failure to pay each employee and two hundred dollars (\$200) for each subsequent violation, plus 25 percent of the amount unlawfully withheld.

The "Minimum Wages" section of the applicable IWC Wage Order provides every employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period.

Defendant failed to pay Claimant and other Aggrieved Employees all minimum, regular, overtime, and meal and rest period wages due and owing during and upon termination of employment. Defendant willfully failed to pay all wages when required by Sections 201 and 202 of the Labor Code. Therefore, Defendant owes waiting time penalties to all affected employees including Claimant. Claimant will pursue all remedies for Defendant's failure to pay timely wages on behalf of himself and other current and former Aggrieved Employees, including recovery of wages, attorney's fees, costs, and penalties to the extent allowed by law.

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Violation of Labor Code §§ 226(a), 226(e)(1), 226.2, 226.3, 1198, 2699 et seq., and the "Records" Section of the Applicable IWC Wage Order)

Labor Code section 226(a) states in pertinent part that every employer shall provide an accurate itemized statement in writing with respect to each one of its employees showing: 1) gross wages earned; 2) total hours worked by an employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission; (3) the number of piece rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

Further, Labor Code section 226.3 provides: "Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226."

In addition, Labor Code section 226(e) imposes a penalty of the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of \$4,000, and Claimant is entitled to an award of costs and reasonable attorney's fees.

Also, Labor Code section 1198 states: "The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful."

Pertinently, Section (B) of the "Records" provision of the applicable IWC Wage Order states that "[e]very employer shall semimonthly or at the time of each payment of wages furnish each employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately, an itemized statement in writing showing: (1) all deductions; (2) the inclusive dates of the period for which the employee is paid; (3) the name of the employee or the employee's social security number; and (4) the name of the employer, provided all deductions made on written orders of the employee may be aggregated and shown as one item."

In this case, Defendant failed to provide Claimant and similarly situated Aggrieved Employees with accurate itemized wage statements complying with the requirements of Labor Code 226 and the applicable IWC Wage Order. Pertinently, Defendant deducted a tobacco surcharge from each paycheck in violation of § 226 subd. (a)(1) the failure to include the accurate gross wages earned, and subd. (a)(4) all accurate deductions from wages.

Consequently, Claimant will seek to pursue all available remedies, including those provided by PAGA, for these alleged violations on behalf of himself and other current and former Aggrieved Employees of Defendants including, but not limited to, penalties and attorney's fees and costs to the extent allowed by the law.

CIVIL PENALTIES FOR VIOLATION OF THE LABOR CODE

(Labor Code §§ 558 and 1197.1)

Labor Code section 558 subjects any employer, or any other person acting on behalf of an employer, who violates or causes to be violated Part 2, Chapter 1, of the Labor Code (Labor Code §§ 500-558) or any provision regulating the hours and days of work in any IWC Wage Order to a civil penalty in the amount of fifty dollars (\$50) for any initial violation for each pay period in which an employee is underpaid in addition to an amount sufficient to recover underpaid wages, and one hundred dollars (\$100) for each subsequent violation, in addition to an amount sufficient to recover underpaid wages. Similarly, Labor Code section 1197.1 subjects any employer, and any other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission, to a civil penalty of \$100 for any initial violation for each underpaid employee for each pay period for which the employee is underpaid, and a \$250 for each subsequent violation for the same specific offense for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. The \$100/\$250 civil penalties shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203, which shall be payable directly to the employee.

As set forth above, Defendant underpaid Claimant and other Aggrieved Employees by failing to pay them all regular, minimum, missed meal and rest period wages, proper overtime wages as required by Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1174, 1174.5, 1175, 1194, 1198 and the applicable sections of the IWC Wage Order. Consequently, Claimant will seek to pursue all available remedies, including those provided by PAGA, for these

violations on behalf of himself and other current and former Aggrieved Employees, including those set forth under Labor Code sections 558 and 1197.1.

ATTORNEY'S FEES AND COSTS

(Labor Code §§ 218.5, 218.6, 226(e), 1194, 1194.2. and 2698, et seq.)

Labor Code Sections 218.5, 218.6, 226(e), 1194, and 1194.2 give employees the right to recover in a civil action the unpaid balance of the full amount of minimum wages, regular wages, overtime compensation, reimbursements, damages, liquidated damages and penalties, including interest thereon, reasonable attorney's fees, and costs of suit.

In addition, Labor Code sections 2698, et seq., among others, give employees the right to recover reasonable attorney's fees and costs, including any filing fee paid. Pursuant to Labor Code section 2698 et seq. employees are entitled to collect 25% of the penalty assessment and 100% of the underpaid wages. Consequently, Claimant will seek all available remedies, including those provided by PAGA. for these violations on behalf of himself and other current and former aggrieved employees in California.

CONCLUSION

The facts and claims contained herein are based on the information available at the time of this writing. If Claimant becomes aware of additional claims, additional compensation owed and/or other violations to him or any other current and former Aggrieved Employee of Defendant, he reserves the right to revise these facts and/or add any new claims by amending this written notice.

Sincerely,


Jacob Karczewski, Esq.

**PROOF OF SERVICE
STATE OF CALIFORNIA,
COUNTY OF LOS ANGELES**

I reside in the county of Los Angeles, State of California, I am over the age of eighteen and not a party to the within action; my business address 1001 Wilshire Blvd., Los Angeles, California 90017. On the date shown below, I served the foregoing document, described as:

1. Written Notice Under Labor Code § 2699.3.

On the intended parties by placing the true copies thereof in a sealed envelope addressed to:

**AT&T Mobility Services, LLC
Attn.: Legal Department
12911 E. 183rd St.
Cerritos, CA 90703**

**1505 Corp. CT Corporation – Agent for Service of Process
AT&T Mobility Services, LLC
330 N. Brand Blvd., Suite 700
Glendale, CA 91203**

I am “readily familiar” with the firm’s practices of collection and processing correspondence for mailing. Under that practice it would be deposited with the U. S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on the motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after the date of the deposit for mailing an affidavit of service thereof.

Executed on September 19, 2025, at Los Angeles, California.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct.

Name: Alejandra Aquino

Signature: Alejandra Aquino